

RESTRICTIONS
OAK FOREST ADDITION
SECTION TEN

STATE OF TEXAS)
)
) 724401
COUNTY OF HARRIS)

WHEREAS, FRANK W. SHARP is the owner of the following described tract of land out of the W. P. Morton Survey in Harris County, Texas, and more particularly described as follows:

Beginning at a railroad in the west line of Rosalyn Road, said rail being 16 feet N. 1° 14 ft. W. and 30-foot S. 88° 46 ft. W. from an iron pipe marking the centerline P.I. of Rosslyn Road at the southwest corner of Oak Forest Addition, Section 5, said iron pipe also being S. 0° 31 ft. E, 994.0 ft. and S. 89° 04 ft. 22" W., 6282.7 feet from an iron pipe at the northeast corner of the W. R. Morton Survey;

Thence with a fence line S. 89 14 ft. W. 792.62 ft. to an iron rod marking the southwest corner of the property herein, described;

Thence, N. 0° 46 ft. to an iron rod marking the PC of a curve to the left;

Thence with said curve to the left, said curve having a radius of 1362.58 feet, a central angle of 12° 30 ft., a distance of 297.27 feet to an iron rod marking the P.T. of said curve;

Thence N. 13° 16 ft. W. 516.73 ft. to an iron rod marking the PC of a curve to the right;

Thence with said curve to the right, said curve having a radius of 1707.76 feet, a central angle of 12° 02 ft. a distance of 358.67 ft. to an iron rod marking the P.T. of said curve.

Thence N. 1° 14 ft. W., a distance of 1120.96 ft. to an iron rod marking the northwest corner of the herein described property;

Thence N. 88° 46 ft. E., at 60 ft. pass the northwest corner of a 5-acre school sits a total distance of 967.50 ft. to an iron rod, in the west line of Rosslyn Road, marking the northeast corner of the herein described property;

Thence S. 1° 14 ft. E. with the west line of Rosslyn Road a distance of 2314.0 feet to the point of beginning, containing 48.906 acres of land;

And said Frank W. Sharp has subdivided and platted said property as shown by the map of Oak Forest Addition, Section Ten, filed in Harris County Clerk's office, on the 3rd day of March, 1950, County Clerk's File Number 717284.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, Frank W. Sharp does hereby agree that the land shown to be subdivided according to said plat is held, and shall hereafter be conveyed, subject to covenants, conditions, stipulations and restrictions as hereinafter set forth.

DEFINITIONS

The word "STREET" as used herein shall include any street, drive, boulevard, road, lane, avenue, or any place as shown on the recorded plat as a thoroughfare.

A "CORNER LOT" is one that abuts on more than one street. Any lot, except a corner, is deemed to front on the street upon which it abuts. A corner lot shall be deemed to front on the street designated by the Architectural Committee as hereinafter provided.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of property in said Addition as a restricted subdivision, the following restrictions upon the use of said property are hereby established and adopted subject to the provisions hereof and shall be made a part of each and every contract and deed executed by or on behalf of Frank W. Sharp, his heirs and assigns, by appropriate reference to this dedication and same shall be considered a part of each contract and deed as though incorporated fully therein. And these restrictions as hereinafter set forth and are hereby imposed upon each lot or parcel of land in said addition as shown by said plat and referred to herein, and same shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of Frank W. Sharp, his heirs and assigns and all subsequent purchasers of said property, and each such purchaser by virtue of accepting a contract or deed covering said property shall be subject to and bound by such restrictions, covenants and conditions and for the terms of this instrument as hereinafter set forth.

USE OF LAND

- (a) No lots shall be used for anything other than residential purposes.
- (b) No signs, billboards, posters, or advertising devices of any character shall be erected on this property without the written consent of the Architectural Committee, and such consent shall be revocable at any time. The right is reserved by the Corporation, its successors and assigns, to construct and maintain any signs, billboards, advertising devices, or sales and field offices as is customary in connection with the sale of property in this Subdivision.
- (c) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.
- (d) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (e) No spirituous, vinous, or malt or medicated bitters capable of producing intoxication shall ever be sold, or offered for sale, on said premises, or any part thereof, nor shall said premises or any part thereof be used for illegal or immoral purposes.

ARCHITECTURAL RESTRICTIONS

No improvements of any character shall be erected, or the erection thereof begun, or changes made in the exterior design thereof after original construction, on any lot or homesite in Oak Forest addition, Section 10 until plans and specifications have been submitted to and approved in writing

by the Architectural Committee as hereinafter constituted. Such approval is to include exterior design, the type of material to be used and the colors to be applied on the exterior of the structure, and such approval is to be based on the following general requirements, stipulations and restrictions:

(a) No residence shall be erected on any residence lot or homesite of less frontage than 60 feet. No residence shall be constructed on any lot or homesite having a minimum area of less than 6600 square feet.

(b) All lots in the tract shall be known and described as residential lots.

(c) No structure shall be erected on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and one, one or two-car garage, and other outbuildings incidental to the residential use of the lot.

(d) No structure shall be moved onto any lot.

(e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, except as provided in paragraph (f) below, nor shall any residence of a temporary character be permitted. No temporary building shall be erected or maintained on any lot except during actual construction of a home being erected thereon, and then such temporary building must be on the lot on which construction is in progress and not on adjoining lots, streets, or easements, and at completion of construction, the temporary building must be removed immediately. No such temporary building or structure shall be used for residential purposes during construction.

(f) No garage apartment for rental purposes shall be permitted. Living quarters on property, other than in main building, may be used for bona fide servants only.

(g) All improvements shall be constructed on the lot so as to front the street upon which such lot faces.

(h) The Architectural Committee reserves the right to designate the direction in which such improvements on any corner lot shall face, and such decision shall be made with the thought in mind of the best general appearance to that immediate section.

(i) Dwellings on corner lots shall have a presentable frontage on all streets on which that particular corner lot fronts.

(j) No residence shall be constructed on any lot or building site in the subdivision for less actual cost than Four Thousand Dollars (\$4,000.00). Those restrictions as to the value of improvements are to be given consideration based upon labor and material costs as of January 1, 1950, and all future value of improvements is to be given consideration based upon comparative costs of labor and material at the time of construction, using the basic value hereinabove given.

(k) No residence shall be constructed on any lot or building site in this subdivision with less than seven hundred fifty (750) square feet of ground floor area exclusive of porches and garage.

(l) The building lines of any residence to be erected in Oak Forest Section Ten shall be as follows: Not less than twenty-five (25) feet from the front property line and not less than five (5) feet from the side property lines except that on all corner lots no structure shall be erected nearer than ten (10) feet from property lines abutting a street.

(m) No fence, wall, hedge, nor any pergola or other detached structure for ornamental purposes shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot without the written consent of the Architectural Committee.

(n) No radio aerial wires shall be maintained on any portion of any lot forward of the front building line of said lot.

(o) No garage, servant's house or other outbuilding of any kind shall be erected on any lot nearer than seventy (70) feet to the front property line, nor nearer than five (5) feet to either side property line, nor nearer than the easement on the rear or side property line of said lot. This does not apply to garage and servant's quarters when attached to the main residence but any servant's quarters attached to main residence must be in rear of same. No outside toilets will be permitted. No outbuildings shall exceed in height the dwelling to which they are appurtenant, without the written consent of the Architectural Committee. Every outbuilding, except a greenhouse, shall correspond in style and architecture to the dwelling to which it is appurtenant. The right is reserved by the Architectural Committee to change these restrictions in the case of unusual or irregular shaped lots where same is required for the best appearance of the immediate community.

(p) No building of frame construction on the exterior of any kind or character shall be erected on any lot unless same at the time of construction shall receive at least two coats of paint.

(q) No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the street or between the pavement and property line.

(r) No stumps, trees, underbrush or any refuse of any kind nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots, streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property.

The Architectural Committee shall be composed of Frank W. Sharp, P. S. Luttrell and Thurman Hewitt, all of Houston, Harris County, Texas, which Committee and its successors, are hereby vested with the full right and authority to act as such under the provisions of these restrictions. The majority of such committee shall have the right to designate a representative to act for it in all matters arising hereunder. In the event of the death or resignation of any member of the Committee, the remaining members or member shall have full right and authority to act hereunder and to designate a representative to so act. In the event said Committee or its designated representative fails to approve or disapprove any design or location within thirty (30) days after

plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required and the covenants contained in these restrictions shall be deemed to have fully complied with.

Neither the members of such Committee nor any designated representative shall be entitled to any compensation for services performed pursuant to these restrictions. At any time a vacancy exists on said Committee, Frank W. Sharp shall have the right to fill any vacancies; and should he fail to do so within thirty (30) days after receiving notice of such vacancy, the remaining members or member of the Committee shall have the right to fill any vacancy. All appointments and designations of persons as successors to the Committee shall be made in writing by a recordable instrument, which shall be filed for record in Harris County, Texas. The powers and duties of the Committee as from time to time constituted, shall continue in force during the effective period of the restrictions hereby erected. Thereafter, the owner of fifty-one (51) percent of the lots in Oak Forest Addition, Section Ten (one lot or homesite constituting one ownership) becoming dissatisfied with the Committee as then constituted, shall have the right to remove any member or members of said Committee, and may designate and appoint a new member or members by written petition bearing the signature of the property owners so acting. The petition shall show the property owned by each petitioner. In case property is owned by man and wife as community property, the signature of the husband alone shall be sufficient, except that in cases where the husband resides elsewhere or has abandoned his wife, her signature alone shall be sufficient.

DURATION OF RESTRICTIONS

All of the restrictions and covenants herein set forth shall continue and be binding upon Frank W. Sharp and upon his heirs and assigns for a period of twenty-five (25) years from the date this instrument is filed for record in the office of the County Clerk of Harris County, Texas and shall automatically be extended thereafter for successive periods of fifteen (15) years; provided, however, that the then owners of the legal title to the lots shown by the records of Harris County, having more than fifty percent of the front footage of the lots shown on the recorded plat of Oak Forest, Section Ten, may release all of the lots hereby restricted from any one or more of said restrictions and covenants, and may release any lot or building site shown on said plat from any restriction or covenant created by deed from Frank W. Sharp at the end of the first twenty-five (25) year period or at the end of any fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of land instruments, at least two (2) years prior to the expiration of the first twenty-five (25) year period, or at least two (2) years before the expiration of any fifteen (15) year period thereafter.

RIGHT TO ENFORCE

The restrictions herein set forth shall be binding upon Frank W. Sharp, and his heirs and assigns and all parties claiming by, through or under him or them, and all subsequent property owners in said Subdivision, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions, provided, however, that no such person or Corporation shall be liable except in respect to breaches committed during its, his or their ownership of said property. The violation of any such restriction, covenant or condition shall not operate to invalidate any mortgage, Deed of Trust, or other lien acquired and held in good faith against property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein mentioned.

Frank W. Sharp, his heirs and assigns, shall have the right to enforce observance and performance of such restrictions, covenants and conditions, and in order to prevent a breach or to enforce the observance or performance of same, shall have the right in addition to all legal remedies, to an injunction either prohibitive or mandatory. The owner of any lot or lots affected shall have the right either to prevent a breach of any such restriction, covenant or condition or to enforce the performance of same.

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of Oak Forest Addition, Section Ten, filed March 3, 1950, under County Clerk's File No. 717284.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS my hand at Houston, Texas, this 15th day of March, 1950.

Frank W. Sharp

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Frank W. Sharp, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 15th day of March, 1950.

Notary Seal

Orlean H. Young
Notary Public in and for
Harris County, Texas

IMPORTANT NOTE:

February 2019: Deed Restrictions have been professionally transcribed from the originals that were created when Oak Forest was founded during the period between 1945-1960. Every effort was made to match the originals exactly, however, the poor quality of the original copies made transcription very difficult. Please reference the original documents filed with the Harris County Courthouse in the case of any questions about the transcription.